

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
FINANCIALS REPORTING SOLUTION (Software)**

**ISSUED BY GOVERNMENT SUPPORT SERVICES  
CONTRACT NUMBER GSS13700-FINANC\_RPT**

**I. Overview**

The State of Delaware, Office of Management and Budget, Government Support Services seeks professional services to provide a financials reporting solution. In seeking the most favorable return on investment for the State, this request for proposals ("RFP") provides for evaluation of two options as described in the Scope of Services. This RFP is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: July 29, 2013
Deadline for Questions	Date: August 13, 2013
Response to Questions Posted by:	Date: August 27, 2013
Deadline for Receipt of Proposals	Date: September 11, 2013 at 1:00 PM (Local Time)
Oral Presentations	Date: as required
Estimated Notification of Award	Date: December 11, 2013

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

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**II. Scope of Services**

**NOTE: Offerors must structure their proposals so that the section(s) of the proposal addressing the Scope of Services corresponds to the order below. Proposals must include a Table of Contents. Proposals not so structured risk being determined non-responsive.**

**A. Structure**

1. This RFP is structured to provide for evaluation of two approaches to a reporting solution. Offerors may structure their proposals in response to Approach One only, Approach Two only, or both Approach One and Approach Two.
2. It is the responsibility of the offeror to clearly indicate in their transmittal letter whether the proposal is submitted in response to Approach One, Approach Two, or both Approach One and Approach Two. If a proposal is submitted for both Approach One and Approach Two, it is the responsibility of the offeror to ensure the proposal is structured so that the two approaches are clearly segregated within the proposal. Proposals lacking adequate clarification and structure risk being determined non-responsive.
3. While it is anticipated this RFP will result in a single contract to a single vendor for a single approach, the State may, pursuant to 29 Del. C. §6986, select one or more vendors.

**B. Executive Summary**

1. The State of Delaware is seeking proposals from qualified vendors to provide enhancements and / or alternatives to the State's current report generation capabilities. The awarded vendor will initially work with the Department of Finance, Division of Accounting as the immediate customer of this reporting need, The Department of Information and Technology as the technology authority for the State, and Office of Management and Budget, Government Support Services as the contracting authority for this procurement.
2. **Approach One:**  
The State is seeking an enhancement and / or alternative to the report generation capabilities within the existing PeopleSoft Financials version 9.1. (PeopleSoft Financials is known within the State as First State Financials or FSF.) The State seeks a solution that will move reporting from the current Document Direct to web enabled reporting that facilitates content sorting, analysis, etc.
3. **Approach Two –**  
The State of Delaware is seeking proposals from qualified vendors to provide an ERP financials reporting solution that will:
  - i. Establish a foundation solution for the needs expressed in Approach One
  - ii. Additionally provide for modular expansion to either:

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- a. Scale a single infrastructure to handle the load of multiple central data warehouses and reporting for a diverse customer base.
  - b. Support multiple infrastructures to handle the load of data warehouses and reporting for a diverse customer base.
4. Ultimately the State seeks a solution that best meets the needs and interests of the State inclusive of return on investment. Accordingly the cost of a proposed solution will be weighed heavily in determination of award per the scoring criteria provided in section IV. C. 2. of this RFP

C. Project Overview

1. The current Document Direct reporting system in PeopleSoft Financials 9.1 (FSF) requires that numerous reports be reviewed to determine whether issues exist, making it difficult to readily pinpoint potential problem areas or variances. The technology currently associated with these reports does not lend to the merging of information into a single file for effective analysis. The challenges are further exacerbated by the structure and variety of tables in FSF. The State is desirous of a solution that will either:
  - i. **Approach One:** Address current reporting inefficiencies specific to the described environment in PeopleSoft Financials 9.1 (FSF) and provide for more effective resource utilization. The State's expectation is for the awarded vendor to implement the software, convert the existing reports, and provide support as required by the State.
  - ii. **Approach Two:** Address the current reporting inefficiencies in the described environment of PeopleSoft Financials 9.1 (FSF) through a foundation solution and additionally provide for supporting the reporting requirements of a diverse customer base. The State's expectation is for the awarded vendor to implement the software, convert the existing reports in Document Direct, provide support of the foundation solution as required by the State, and support the Department of Technology and Information (DTI) in modular expansion of the solution as may be required by the State's needs.

Additional enterprise applications currently identified for possible future inclusion in Approach Two are:

- a. PeopleSoft Payroll Human Resources Statewide Technology (PHRST)
  - b. Statewide financial data warehouses
  - c. Agency specific data warehouses
  - d. Other data warehouses
  - e. Other State applications for reporting
2. The solution to the State's needs must incorporate / facilitate the following for both Approach One and Approach Two:

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- i. Streamline nightly batch schedule
- ii. Replace existing Document Direct reports with template reports
- iii. Provide adhoc reporting capability to designated end users
- iv. Provide ability to download reports into Excel or equivalent
- v. Provide web enabled reporting
- vi. Archiving of template/canned reports (parameter based)
- vii. Ability to provide executive dashboards
- viii. Allow the running and retrieving of reports as required
  - a. Ability to integrate with Microsoft Office Suite (Excel, Word, etc.)
- ix. Utilize existing security for accessing data and reports
- x. Ability to schedule report to run nightly, weekly, quarterly, annually and on-demand (possibly interface with 3rd party scheduling tool – currently the State uses cybermation)
- xi. Ability to provide timely upgrades/maintenance when Oracle/Peoplesoft changes affects solution
- xii. Ability to support single sign-on using PS credentials
- xiii. Ability for Central organizations to view Statewide data
- xiv. Ability for Public citizens to log in and access posted information
- xv. Real-time integration with Production database
- xvi. Drill-down ability
- xvii. Ability to merge data from different data sources

The State's current site for public access to data can be found at <http://www.delaware.gov/topics/transparency>. The State Financial System is the source data for <http://checkbook.delaware.gov/> and <http://pcard.accounting.delaware.gov/> which is housed in a non-production system repository within the State's infrastructure. The intended solution(s) should allow for upload of data to a non-production repository and provide enhanced functionality to the data sets made public through that repository that utilize the vendors reporting tools. That repository may be the current State repository or a cloud based solution compliant with all data protection policies contained within this solicitation.

These data sets for public reporting may expand over time at the discretion of the Agency and a vendors solution should address the capabilities of enhancing

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additional reports as desired by the State. In order to enhance data access and provide a more complete research experience, the State identifies the web sites of Texas and Indiana as examples of the look and content ultimately desired for these publicly accessible reports. Those web sites are provided in order to assist bidders in more fully understanding the State of Delaware's desired accessibility and data presentation and these sites are located at:

<http://www.texastransparency.org/moneygoes/> and  
<http://www.in.gov/itp/2406.htm>.

3. The State is receptive to a customized COTS –based solution provided the level of customization would be no greater than fifteen percent (15%) of the product and the finished product will meet all of the requirements set forth in this RFP.
  - i. Historically the State has found COTS -based solutions requiring a degree of customization greater than 15% not to be in the best interest of the State.

D. Current Environment

1. **Approach One:**

There are currently over 3,000 end users that have access to the 104 FSF reports. Most users obtain their access from having a corresponding role assigned to them in the FSF system. Some of these users have access only to the reports and not to the FSF program.

The 104 reports on the current Document Direct system are all in PDF version and have policies that enable them to be downloaded to excel to manipulate and perform data analysis. Currently not all of these reports can be generated on demand and it is not the State's expectation to have all of these on demand because of the timing. For example the voucher register if run at night, does not need to be rerun on demand because the data will not change.

Each report is secured by SMART Security which only allows a user to see department/operating unit/ Business unit and Bank accounts that the user has access to in the environment.

There are currently 24 Commitment Control Ledger Groups, 5 General Ledger Groups, 79 Business Units in AR/BI/GM/PC, 5 AM Business Units. It should be noted that these numbers, particularly as they relate to Business Units, are subject to increase.

There are reports from each of the modules; examples of report titles, program type and complexity of the reports are listed in Exhibit A.

The Modules that are implemented in FSF are:

AP – Accounts Payable  
AM – Asset Management  
CM – Cash Management  
GL – General Ledger  
KK – Commitment Control  
GM – Grants Management  
PC – Project Costing

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PO – Purchasing  
AR – Accounts Receivable  
BI – Billing  
e-Pro – e-Procurement Contracts

Custom Modules include:

PFA – Payroll Funding Adjustment  
IV – Intergovernmental Voucher  
CMIA – Cash Management Improvement Act  
GMEN – Bolt-on used to enter data needed for the CAFR preparation (data not captured in the system) at year-end

See Exhibit B for Technology / Infrastructure Diagram (ERP Portal Production Environment)

**2. Approach Two:**

The current environment identified in Approach One shall be considered in the foundation of Approach Two. The State envisions that Approach Two will additionally provide for incremental expansion to accommodate an expanded end user community across multiple agencies as well as an expanded number of reports. Such expansion of capability shall be achieved through modular addition to the foundation of the solution at such time as the State may identify a need for such expansion. Proposed solutions for Approach Two shall be structured on open standards / architecture to ensure operability with legacy and emergent enterprise solutions.

**E. General Requirements of Proposed Solution**

In their proposals for Approach One and / or Approach Two, offerors are to confirm their ability to meet the following requirements:

**1. EXPERIENCE AND REPUTATION**

- i. Offeror shall describe corporate capability to provide a Financials Reporting Solution including stability and past performance on engagements of a similar nature

**2. SOLUTION IMPLEMENTATION**

- i. Offeror shall provide a plan to implement the solution for the State of Delaware or assist the State with setup of the software if hosted within the state network.
  - a. Offeror shall identify at least three other successfully completed engagements of a similar scope and nature where a similar implementation strategy was used.

**3. TRAINING - FUNCTIONAL**

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- i. Offeror shall provide a plan for training the State's functional team. This team will consist primarily of the Department of Technology and Information (DTI) ERP project team and the Division of Accounting (DOA) FSF team.
- ii. Offeror shall provide a plan to train end users.
  - a. As required by the State, the awarded vendor shall assist in the training of end users.

**4. TRAINING - TECHNICAL**

- i. Offeror shall provide a plan for the technical training and knowledge transfer to foster user adoption of the Financials Reporting Solution and ensure the end user Departments statewide are fully able to utilize the Solution capabilities.
- ii. Technical Training shall consider
  - a. Department of Technology and Information (DTI) management methodology as identified in RFP section II. D. 3 Project Management Methodology
  - b. The use of Microsoft Project plan (coordinating with DTI ERP Project manager)

**5. PROJECT MANAGEMENT METHODOLOGY**

- i. Recognizing that project management is a joint effort between technical and functional business, the offeror shall provide a detailed, economically worded, project plan that is consistent with industry best practices for project management, as set forth by Project Management Institute (PMI).

The offeror must use the following project phase names in the project plan, to maintain consistency with the State of Delaware phase names:

- a. Planning & Design
  - b. Execution & Build
  - c. Implementation
  - d. Closeout
- ii. Project Management Methodology shall provide for:
  - a. Monthly reporting of actual milestone progress as compared to agreed upon time periods
    - 1) Initiating corrective action to correct progress deficiencies
  - b. Monthly reporting of identified issues including: resolved issues, time taken to resolve, currently open issues and issues escalated

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iii. The project plan is to be summarized in a table similar to the following:

**a. Approach One**

Milestone	Time Period (date range)
1) Planning and Design	
2) Execution and Build	
3) Implementation and User Acceptance	
4) Training	
5) Closeout and Final User Acceptance	

**b. Approach Two**

Milestone	Time Period (date range)
1) Planning and Design of the foundation solution	
2) Execution and Build of the foundation solution	
3) Implementation and User Acceptance of the foundation solution	
4) Training	
5) Closeout and Final User Acceptance of the foundation solution	
6) Planning and Design of a single expansion module	
7) Execution and Build of a single expansion module	
8) Implementation and User Acceptance of a single expansion module	
9) Training	
10) Closeout and Final User Acceptance of a single expansion module	

- The State is receptive to work on individual milestones being performed concurrently provided the ordering Agency approves the concurrent work effort as being appropriate.
- The State will release incremental payments to an awarded vendor upon successful completion of a particular milestone as described in RFP Section II.E.11.

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- iv. Offeror shall identify a Project Manager with strong communication skills, excellent project planning and execution experience, and proven skills in leading project management teams to a successful solution implementation.
  - a. The Project Manager will work directly with the State of Delaware Core Project Team and the DTI ERP Project Manager.
- iv. Offeror shall identify a Project Team inclusive of personnel with skills in process and requirements facilitation and documentation; thorough knowledge of the proposed Financials Reporting Solution from both a functionality and technical architecture standpoint; and skills to perform effective training and mentoring.
- v. Offeror shall acknowledge that Project Team members will be available onsite as needed through the completion of the project implementation.
- vi. Offeror shall provide resumes for all Project Team members and shall identify the role of each Team Member.
- vii. The Project Team shall be summarized in a table similar to the following:

Team Member	Title	Role	% of Project Involvement

**6. MAINTENANCE / SUPPORT**

- i. Following implementation of the Solution, the awarded vendor shall provide ongoing remote and on-site support as required by the State during the initial term of the contract at no additional charge.
  - a. Minimum initial response times to a trouble call shall be no more than 2 hours after a call is placed by the State.
- ii. Maintenance and Support shall include at a minimum:
  - a. Provide periodic or as needed technical communication related to Solution performance and availability issues
  - b. Provide for escalation plan for issues that are unresolved in the agreed upon time frame
  - c. Provide for a robust business and continuity/disaster plan that accounts for a rating of Moderate Risk and the ability to execute

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the plan to ensure that Delaware data can be recovered quickly and completely in the event of a business interruption

- d. Preferably provide for end user support via a 24/7 call center. At a minimum telephone support will be available for end users during normal business hours 7:00a.m.-6:00 pm Eastern Time Monday – Friday.
  - e. Provide for issuing reports of identified issues including: resolved issues, time taken to resolve, currently open issues and issues escalated
- iii. Following implementation of the Solution the awarded vendor shall provide all necessary maintenance and support during the initial term of the contract at no additional charge.
  - iv. Offeror shall acknowledge the inclusion of all necessary support and maintenance during the initial term of the contract and shall describe their ability to provide such.
  - v. Offeror shall provide pricing for maintenance and support beyond the initial contract term. Pricing shall be provided in the appropriate section of Appendix B.

**7. RELIABILITY & SECURITY**

- i. Offeror shall describe the technical approach to addressing architecture and security factors with regard to: openness, security, scalability

**8. TECHNICAL IMPLEMENTATION**

- i. Offeror will provide the plan to develop the metadata layer for FSF and implement the 104 reports in the new solution.

**9. Technical Requirements of Proposed Solution**

In their proposals for approach one or approach two, offerors are to confirm the ability to meet the following requirements:

- i. **Acknowledgement Required**

- a. **Standard Practices**

- With respect to work provided to or conducted for the State by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department of Technology and Information (DTI) and are

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consistent with practices utilized by, or policies and standards promulgated by DTI published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

**b. Confidentiality and Data Integrity**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**, attached (Attachment 12), and made a part of this RFP by including the signed agreement in its proposal. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

**c. Security Controls**

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any systems or software meets or exceeds the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

**d. Cyber Security Liability**

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information

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security breaches that have not been previously paid to Vendor.

e. **Information Security**

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

ii. **Architectural Documentation Requirements**

a. **Network Diagram**

A network diagram of the proposed solution is required that clearly documents all servers, networks, communication with ports and protocols, including the user's interaction with the solution and interfaces with any other applications. The network diagram should follow the example include in Exhibit C– Network Diagram Template.

- 1) A conceptual diagram must be included in the offeror's proposal.
- 2) A finalized diagram must be provided for DTI review and approval after the final design is completed and prior to implementation of solution.

b. **Software Inventory**

A software inventory identifying any software **that the State needs** in relation to the proposed solution is required. For example, a certain web browser (IE) or web service technology for an interface and all software that will be installed on servers within the State. Software inventories should use the format include in Attachment 13 – Software Inventory Template.

- 1) A software inventory must be included in the offeror's proposal.
- 2) A finalized software inventory must be provided to DTI for review and approval after the design is completed and prior to implementation of the solution.

Example of Software Inventory:

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Database – Oracle

Internet Explorer 7 on Microsoft Windows XP\* or higher  
Mozilla Firefox 3x on Windows XP\* or higher, UNIX, Linux,  
and Mac OS X

Apple Safari 2.0.4 on Mac OS X

System supports access by: personal computer (kiosk with printer), PDA, PALM, Wireless devices, Windows applications. System must be visually impaired compliant (section 508 government website accessibility guidelines).

**c. Database Dictionary or Data Model**

- 1) A data dictionary OR a conceptual data model for state-owned business data must be provided to the State. The data dictionary or conceptual data model does not have to be submitted with a vendor response to this RFP, but must be submitted once the design of the solution is complete or prior to implementation of the solution. The submitted data dictionary or conceptual data model must include at least the following items: entity names and descriptions, entity relationships and descriptions, attribute names, attribute descriptions, attribute data type, attribute lengths, and primary identifier for each entity.
- 2) Data dictionaries must be submitted in Excel or in a .csv file. The directions for how to format the Excel workbook is explained in the first section of the Attachment 14 – Requirements for Submission of a Data Dictionary or Data Model. If a data model is submitted, it must be in either Sybase, PowerDesigner or CA Erwin format. Any submission by a vendor to comply with these requirements that necessarily includes data that the vendor wishes to claim as proprietary must be submitted as hardcopy rather than as part of the electronic file. The hardcopy documents must be in an envelope labeled “Proprietary Information” with the RFP/Contract number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29Del. C. § 10002 , and briefly stating the reasons that each document meets the said definitions. The vendor’s counsel must also acknowledge what elements of the submission are not claimed as proprietary and are subject to release upon request.
- 3) Additional guidance is in Attachment 14 – Requirements for Submission of a Data Dictionary or Data Model.
- 4) The database dictionary or data model is to be provided by the vendor for review by Department of Technology and

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Information (DTI) after completion of the final design and prior to the implementation of the solution.

d. **Architecture Documents**

Offeror architecture documents must:

- 1) Include a list of any 3rd party authentication solutions or protocols that the offeror support.
- 2) Describe any shared infrastructure that is a part of the solution. For example, will the State's data reside in the same database as another customer?
- 3) Describe the Offeror's approach to conveying the 'operational health' of the solution to the State of Delaware. Also, the Offeror must list any 3rd party cloud management providers that they integrate with.
- 4) Describe the method used by the solution for hashing user passwords. Include items like hash algorithm, salt generation and storage and number of iterations.
- 5) Describe the solution's ability to encrypt non-public State data at rest. Include encryption algorithm(s) and the approach to key management.
- 6) Establish the offeror meets or exceeds a Tier X rating (as defined in the Uptime Institute Guidelines for 2012 or the latest version – Data Center Site Infrastructure Tier Standard – Topology and Data Center Site Infrastructure Tier Standard – Operational Sustainability) for the data center hosting the proposed solution.

e. **Architecture Review Board (ARB)**

DTI's Architecture Review Board (ARB) will review architecture documents provided by the offeror to ensure the solution will fit into the State's acceptable architecture.

An Offeror may be required to provide additional detail subsequent to the ARB review.

**10. Value Added**

- i. In their proposals, offerors are invited to identify value added opportunities. Value added opportunities will not be considered in evaluation or scoring of proposals. The State may choose to address value added opportunities with those offerors selected for final negotiations.

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**11. Pricing**

- i. Offerors are to submit pricing using the form provided in Appendix B.
  - a. Offerors are to place completed Appendix B as the last page in paper copies of their proposal.
  - b. Offerors are to place completed Appendix B in a separate file on the CD copies of their proposals.
  - c. Failure to adhere to these requirements could result in a proposal being determined non-responsive.
  - d. Attention is called to Appendix B being structured to allow for submission of pricing for approach one only, approach two only, or both approach one and approach two. Offerors are responsible for the accurate completion of Appendix B.

**12. Invoicing**

- i. The awarded vendor may submit invoicing for each milestone identified in Appendix B upon the successful completion of the milestone **and** the State's acceptance of the completed work.
- ii. Milestone acceptance will be determined by the ordering Agency.
- iii. Invoices are to be submitted to the ordering Agency at the address provided on the purchase order.
- iv. Offeror is to indicate acceptance of the invoicing structure in its proposal.

**III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

- 1. Provide Delaware license(s) or certification(s) necessary to perform services as identified in the scope of work.

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

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2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Insurance including Professional Liability Insurance:  
  
Provide evidence of professional liability insurance in the amount of \$1,000,000.00 per occurrence / \$3,000,000.00 aggregate at time of proposal submission.  
  
Prior to any work being performed under this contract proof of insurance and amount of insurance shall be furnished to the Agency and shall be no less than as identified in section IV. D. 5. f. of the RFP.
5. Provide response to Employing Delawareans Report (Attachment 9)
6. Completed DTI Terms and Conditions for Cloud Providers and External Hosting (Attachment 11)
7. Completed Contractor Confidentiality and Integrity of Data Agreement (Attachment 12)
8. Completed Appendix B
9. Offerors should review Appendix A for further guidance in minimum requirements

**B. General Evaluation Requirements**

1. Experience and Reputation of the Proposing Entity
2. Expertise of the Offeror's Proposed Team Members
3. Capacity to meet requirements (size, financial condition, etc.)
4. Offeror's demonstrated ability to perform the work
5. Demonstrated ability of the solution to meet the functional and technical requirements
6. Familiarity with public sector environment

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at <http://bids.delaware.gov> . Paper copies of this RFP will not be available.

**2. Public Notice**

Public notice has been provided in accordance with 29 Del. C. [§6981](#).

**3. Assistance to Vendors with a Disability**

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Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**BRUCE KRUG CARE OF PETE.TEAGUE  
GOVERNMENT SUPPORT SERVICES  
100 ENTERPRISE PLACE, STE 4  
DOVER, DE 19904**

[bruce.krug@state.de.us](mailto:bruce.krug@state.de.us) COPY TO PETE.TEAGUE@STATE.DE.US

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

**6. Contact with State employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property,

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or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:

- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- d) Has violated contract provisions such as;
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and nine (9) electronic copies on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on September 11, 2013..** The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**GOVERNMENT SUPPORT SERVICES  
CONTRACT GSS13700-FINANC\_RPT  
100 ENTERPRISE PLACE, STE 4  
DOVER, DE 19904**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **1:00 PM (Local Time) on September 11, 2013.** Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of

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delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the initial contract term. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination

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of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**9. Concise Proposals**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002, and briefly stating the reasons that each document meets the said definitions.

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Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

**12. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor’s systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

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**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

**14. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at <http://bids.delaware.gov> by the date of **August 27, 2013**. Vendors' names will be removed from questions in the responses released. Questions should be submitted in Microsoft Word in the following format. Deviations from this format will not be accepted.

RFP Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

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**15. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**16. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**17. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

**18. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at <http://bids.delaware.gov>. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**20. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**21. Award of Contract**

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The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid of the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**22. COOPERATIVES**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

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The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team. If an offeror is proposing a solution for both approach one and approach two, the two approaches will be scored independent of one another.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986. Such selection will be based on the following criteria:
  - The proposing vendor(s) communicated capability and capacity to fulfill the requirements established in this Professional Services Request for Proposal.

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**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

**Approach One**

<b>Criteria</b>	<b>Value</b>
The qualifications and experience of the persons to be assigned to the project.	<b>25</b>
Offeror's familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight, familiarity with public sector environment, and on-going project support and maintenance.	<b>25</b>
Offeror's proposed methodology	<b>20</b>
Offeror's proposed project timeline	<b>20</b>
Offeror's ability to meet the State's technology and information requirements	<b>25</b>
The extent to which the offeror clearly substantiates / demonstrates that the proposed solution meets the functional and technical requirements identified in the RFP	<b>50</b>
The extent to which the offeror agrees to Delaware's basic contract terms and required provisions without seeking exception	<b>20</b>
References	<b>10</b>
Proposed Cost Structure	<b>85</b>
<b>Total</b>	<b>280</b>

**Approach Two**

<b>Criteria</b>	<b>Value</b>
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Criteria	Value
The qualifications and experience of the persons to be assigned to the project.	25
Offeror's familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight, familiarity with public sector environment, and on-going project support and maintenance.	25
Offeror's proposed methodology	20
Offeror's proposed project timeline	20
Offeror's ability to meet the State's technology and information requirements	25
The extent to which the offeror clearly substantiates / demonstrates that the proposed solution meets the functional and technical requirements identified in the RFP	50
The extent to which the offeror agrees to Delaware's basic contract terms and required provisions without seeking exception	20
References	10
Proposed Cost Structure of Foundation Solution	70
Proposed Cost Structure of a Single Expansion Module	15
<b>Total</b>	<b>280</b>

**3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the

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vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**D. Contract Terms and Conditions**

**1. General Information**

- a. The term of the contract between the successful bidder and the State shall be for two years with three optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in

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accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

**2. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**3. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**4. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any

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person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**5. General Contract Terms**

**a. Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Non-Appropriation**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

**c. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following

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numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**d. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**CONTRACT ADMINISTRATOR  
GOVERNMENT SUPPORT SERVICES  
100 ENTERPRISE PLACE / STE 4  
DOVER, DE 19904**

**e. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

**a)** Procure the right for the State of Delaware to continue using the Product(s);

**b)** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

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- c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**f. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

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**g. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**h. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**i. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**j. Penalties**

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**k. Termination for Cause**

If for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

**l. Termination for Convenience**

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property,

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and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**n. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**o. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**p. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**q. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase

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order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**r. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- 1) the laws of the State of Delaware;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- 5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**s. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**t. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the

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scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**u. Other General Conditions**

- 1) Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2) Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- 3) Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4) Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- 5) Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6) Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- 8) Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

**E. RFP Miscellaneous Information**

**1. No Press Releases or Public Disclosure**

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

**2. Definitions of Requirements**

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To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**3. Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

**F. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – DTI Terms and Conditions for External Hosting and Cloud Providers
- Attachment 12 – Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
- Attachment 13 – Software Inventory
- Attachment 14 – Requirements for Submission of a Data Dictionary or Data Model
  
- Appendix A – Minimum Response Requirement
- Appendix B - Pricing Form
  
- Exhibit A - Existing Report Titles / Types / Complexity
  
- Exhibit B – Technology / Infrastructure Diagram (ERP Portal Production Environment)
  
- Exhibit C – Network Diagram

**IMPORTANT – PLEASE NOTE:**

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- **Attachments 2, 3, 4, 5, 9, 11, 12 and 13 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those offerors receiving an award will be provided with active spreadsheets for reporting.

**REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 7) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports shall be submitted electronically in EXCEL and sent as an attachment to [vendorausage@state.de.us](mailto:vendorausage@state.de.us). It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2<sup>nd</sup> Tier report is found in Attachment 8.

2<sup>nd</sup> tier reports (Attachment 8) shall be submitted to the contracting Agency's Supplier Diversity Liaison at [vendorausage@state.de.us](mailto:vendorausage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. GSS13700-FINANC\_RPT

Contract Title: Financials Reporting Solution

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

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Attachment 2

CONTRACT NO.: GSS13700-FINANC\_RPT  
CONTRACT TITLE: Financials Reporting Solution  
OPENING DATE: September 11, 2013 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control, Enter Agency Name

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Enter Agency Name

COMPANY NAME \_\_\_\_\_ Check one)  

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	<u>Women</u>	Yes No	<u>Minority</u>	Yes No	<u>Disadvantaged</u>	Yes No
	<u>Business</u>		<u>Business</u>		<u>Business</u>	
	<u>Enterprise</u> (WBE)		<u>Enterprise</u> (MBE)		<u>Enterprise</u> (WBE)	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



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**Attachment 4**

Contract No. GSS13700-FINANC\_RPT  
Contract Title: Financials Reporting Solution

**CONFIDENTIAL INFORMATION FORM**

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

<b>Confidentiality and Proprietary Information</b>

**Note: use additional pages in a similar format as necessary.**

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**Attachment 5**

Contract No. GSS13700-FINANC\_RPT  
Contract Title: **Financials Reporting Solution**

**BUSINESS REFERENCES**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

  

2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

  

3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

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**Attachment 6**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. GSS13700-FINANC_RPT	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor

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**Attachment 7**

State of Delaware  
Monthly Usage Report

**FOR ILLUSTRATION PURPOSES ONLY**

State of Delaware									
Monthly Usage Report									
Supplier Name:				Insert Contract No.	Report Start Date:				
Contact Name:			Report End Date:						
Contact Phone:			Today's Date:						
Agency Name or School District	Division or Name of School	Budget Code	<a href="#">UNSPSC</a>	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). It shall contain the six-digit department and organization code for each agency and school district.

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Attachment 8

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2 <sup>nd</sup> tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required		Requested detail									
Vend or Name *	Vend or TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name*	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontract or UNSPSC	M/WBE Certifyi ng Agency	Veteran/Serv ice Disabled Veteran Certifying Agency	2 <sup>nd</sup> tier Suppli er Name	2 <sup>nd</sup> tier Suppli er Addre ss	2 <sup>nd</sup> tier Suppli er Phone Numbe r	2 <sup>nd</sup> tier Suppli er email	Descripti on of Work Performe d	2 <sup>nd</sup> tier Suppli er Tax Id	Dat e Pai d	

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [contracting@state.de.us](mailto:contracting@state.de.us)

Contract No. GSS13700-FINANC\_RPT  
Contract Title: Financials Reporting Solution

**EMPLOYING DELAWAREANS REPORT**

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: \_\_\_\_\_

2. Number and percentage of such employees who are bona fide legal residents of Delaware:

\_\_\_\_\_

Percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_

3. Total number of employees of the bidder: \_\_\_\_\_

4. Total percentage of employees who are bona fide resident of Delaware: \_\_\_\_\_

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: \_\_\_\_\_

2. Percentage of employees who are residents of Delaware: \_\_\_\_\_

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

## State of Delaware

### Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)

100 Enterprise Place, Suite 4

Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: [osd@state.de.us](mailto:osd@state.de.us)

Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

## DTI Terms and Conditions for External Hosting and Cloud Providers

The terms and conditions clauses 1-9 **are mandatory for every engagement** and exceptions will be considered non-compliant and non-responsive. The terms and conditions clauses 10-23 **are preferred but not mandatory** and the applicability of each depends on the nature of engagement.

<b>Synopsis:</b>	This policy provides a way for State of Delaware organizations to utilize offsite hosting facilities including cloud computing (Software as a Service, etc.)		
<b>Authority:</b>	Title 29, Delaware Code, §9004C – General powers, duties and functions of DTI "2) Implement statewide and interagency technology solutions, policies, standards and guidelines as recommended by the Technology Investment Council on an ongoing basis and the CIO, including, but not limited to, statewide technology and information architectures, statewide information technology plans, development life cycle methodologies, transport facilities, communications protocols, data and information sharing considerations, the technique of obtaining grants involving the State's informational resources and the overall coordination of information technology efforts undertaken by and between the various State agencies;"		
<b>Applicability:</b>	This Policy is applicable to all users of the State of Delaware communications and computing resources. DTI is an Executive Branch Agency and has no authority over the customers in Legislative and Judicial Branches, as well as School Districts, and other Federal and Local Government entities that use these resources. However, all users, including these entities, must agree to abide by all policies, standards promulgated by DTI as a condition of access and continued use of these resources.		
<b>Effective Date :</b>	5/15/2013	<b>Expiration Date :</b>	None

*continued next page*

	<b>Terms and Conditions Clauses 1-9 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.</b>	<b>Acknowledgment (initial)</b>
1	The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request.	
2	Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions: a) Personal information obtained by the Service Provider shall become and remain property of the State of Delaware. b) At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware. c) The Service Provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. d) The Service Provider shall encrypt all non-public data in transit to the cloud during the life of the contract. e) For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are Social Security Number, Date of Birth, Driver's License number; passwords, financial data, and federal/state tax information.	
3	The Service Provider shall not store or transfer non-public State of Delaware data outside of the United States. This includes backup data and Disaster Recovery locations.	
4	The Service Provider shall inform the State of Delaware of any actual security breach that jeopardizes the State of Delaware data or processes. This notice shall be given to the State of Delaware within 24 hours of its discovery. Full disclosure of the jeopardized data shall be made. In addition, the Service Provider shall inform the State of Delaware of the actions it is taking or will take to reduce the risk of further loss to the State.	
5	Delaware Code requires public breach notification when citizen's personally identifiable information is lost or stolen. Reference: <u>6 Del. C. § 12B-101(4)</u> . All communication shall be coordinated with the State of Delaware. When the Service Provider is liable for the loss, the State of Delaware shall recover all costs of response and recovery from the breach, for example: 3-year credit monitoring services, mailing costs, website, and telephone call center services. Without limitation of additional legal bases, pursuant to the <u>State of Delaware Constitution of 1897 at Article VIII, §§ 3 and 4</u> and <u>29 Del. C. § 6519(a)</u> the State of Delaware is not legally permitted to agree to any limitations on liability.	
6	The Service Provider shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the State of Delaware without first notifying the State unless prohibited by law from providing such notice.	
7	In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware data in a State-defined format and the subsequent secure disposal of State of Delaware data. <b>Suspension of services:</b>	

	<p>During any period of suspension, the Service Provider shall not take any action to intentionally erase any State of Delaware data.</p> <p><b>Termination of any services or agreement in entirety:</b></p> <p>In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any State of Delaware data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally prohibited, delete all State of Delaware data in its systems or otherwise in its possession or under its control.</p> <p><b>Post-Termination Assistance:</b></p> <p>The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p> <p><b>Secure Data Disposal</b></p> <p>When requested by the State of Delaware, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State of Delaware.</p>	
8	<p>The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.</p>	
9	<p>The Service Provider shall comply with and adhere to the following State Standards:</p> <ul style="list-style-type: none"> <li>• Data Modeling Standard</li> <li>• Strong Password Standard</li> </ul> <p>These standards are available at <a href="http://dti.delaware.gov/information/standards-policies.shtml">http://dti.delaware.gov/information/standards-policies.shtml</a>. Any future updates to the above standards that apply to this contract shall be mutually agreed on between both parties and documented via a contract addendum as needed.</p>	

	<p><b>Terms and Conditions Clauses 10-23 are preferred but not mandatory.</b></p> <p><b>The applicability of each depends on the nature of engagement.</b></p>	<p><b>Acknowledgment (initial)</b></p>
10	<p>The Service Provider shall allow the State of Delaware access to system security logs, latency statistics, etc. that affect this engagement, its data and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.</p>	
11	<p>The Service Provider shall allow the State of Delaware to audit conformance to the contract terms. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense.</p>	
12	<p>The Service Provider shall perform an independent audit of their data centers at least annually at their expense, and provide a redacted version of the audit report upon request. The Service Provider may remove their proprietary information from the redacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.</p>	
13	<p>Advance notice (to be determined at contract time) shall be given to the State of Delaware of any major upgrades or system changes that the Service Provider will be performing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version, in order to bring the</p>	

	system up to date or to improve its characteristics and usually includes a new version number. The State of Delaware reserves the right to defer these changes if desired.	
14	The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State of Delaware such that adequate protection and flexibility can be attained between the State of Delaware and the Service Provider. For example: virus checking and port sniffing – the State of Delaware and the Service Provider shall understand each other’s roles and responsibilities.	
15	The Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.	
16	The State of Delaware shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Service Provider. This includes the ability for the State of Delaware to import or export data to/from other Service Providers.	
17	The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Service Provider. The system shall be available 24 hours per day, 365 days per year basis (with agreed-upon maintenance downtime), and providing service to customers as defined in the Service Level Agreement.	
18	The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.	
19	The State shall have the right at any time to require that the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State will provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the State’s consent.	
20	The Service Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State’s Recovery Time Objective (RTO) of <b>XXX hours/days</b> is met. ( <i>XXX will be negotiated by both parties.</i> )	
21	<p>The Service Provider shall comply with and adhere to the following State Standard:</p> <ul style="list-style-type: none"> <li>Website Common Look and Feel Standard</li> </ul> <p>This standard is available at <a href="http://dti.delaware.gov/information/standards-policies.shtml">http://dti.delaware.gov/information/standards-policies.shtml</a>. Any future updates to the above standards that apply to this contract shall be mutually agreed on between both parties and documented via a contract addendum as needed.</p>	
22	The Service Provider shall use web services exclusively to interface with the State’s data in near real-time when possible.	
23	The Service provider shall encrypt all State of Delaware non-public data that resides on any Service Provider’s mobile devices during the life of the contract.	

## **ENFORCEMENT OF DTI Terms and Conditions for External Hosting and Cloud Providers**

DTI will enforce this policy during the course of normal business activities, including review of proposed projects and during the design, development, or support of systems. This policy may also be enforced by others during the course of their normal business activities, including audits and design reviews.

Contract: GSS13700-FINANC\_RPT, Financials Reporting Solution

Name of Proposer: \_\_\_\_\_

Date: \_\_\_\_\_



State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

**Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement**

Contract: GSS13700-FINANC\_RPT, Financials Reporting Solution

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of \_\_\_\_\_ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor or Employee Signature \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

## Architecture Review Board - Software Inventory

## Attachment 13

(1 page)

Please list any software that the State will need to have installed on servers or user's machines to properly use the proposed solution

Example: (Internet Explorer, IE8 in Compatibility Mode, Microsoft, Yes, Yes)

[illegible]

This document is also available at the following URL:

<http://dti.delaware.gov/pdfs/pp/RFPRequirementsforSubmissionofaDataDictionaryorDataModel.pdf>

## **Requirements for Submission of a Data Dictionary or Data Model**

The State of Delaware Data Governance Council was established in January 2012 to put a greater focus on the management and governance of data within the state. The state recognizes that data is an enterprise asset that can be leveraged and managed to allow the state government to operate more efficiently and effectively. In order to achieve this, a clear understanding must be obtained of all of the data owned by the state. Therefore, a data dictionary or data model must be submitted for all applications developed, procured, or utilized by the state.

At a minimum, a data dictionary OR a conceptual data model for state-owned business data must be submitted for the project approval process. The data dictionary or conceptual data model does not have to be submitted with a vendor response to an RFP, but must be submitted once the design of the solution is complete or prior to implementation of the solution. The submitted data dictionary or conceptual data model must adhere to the below requirements.

**The data dictionary or data model must include at least the following items:**

- **Entity names and descriptions**
- **Entity relationships and descriptions**
- **Attribute names, descriptions, data type, and length**
- **Primary identifier for each entity**

The data dictionary must be submitted in Excel or in a .csv file. The directions for how to format the Excel workbook is explained in the first section of the [Data Model Samples document](#). If a data model is submitted, it must be in either Sybase PowerDesigner or CA ERwin format.

To protect the proprietary information of vendor solutions the information submitted only needs to contain the core objects that house state-owned business data. Examples of core state-owned business data are citizen, address, company, etc. The submitted data dictionary or conceptual data model does not need to include objects for the data that is not owned by the state. Examples of non-state data are the objects that exist to maintain the database or control the inner workings of the application. To further protect the proprietary information about the database, the data dictionary or conceptual data model is not expected to have the actual physical object names.

The data models/dictionaries are stored in a secure repository where only the agency who is the steward of the data, the DTI Data Management Team, and the Data Governance Council can access the information for purposes of data governance. The data models/dictionaries will only be shared with others if approved by the data steward.

Following is more information regarding the preparation of a data dictionary or a data model for submission.

### **Data Dictionary Overview**

A data dictionary contains information about the components of a data repository. The components are the tables, attributes, and their relationships. The details of each include:

- Descriptions for tables (also known as entities), attributes (also known as columns), and relationships.
- The attributes that make up a table.
- The format and length of attributes.
- Indicates if the attribute is a key identifier to the table.
- The type of relationship between the tables.

The data dictionary can be submitted as an Excel workbook or in multiple .csv files. The .csv files will need to be individual files where the following directions indicate a worksheet within an Excel workbook. The .csv files need to be comma delimited with text in quotes.

For examples, please see the [Data Model Samples - Section A](#).

## **Data Modeling Overview**

A database is a repository of information, a house of data. The data model is to the database what blue prints are to a house. The data architect performs similar functions as the building architect working with clients to define needs and usage. Data models are key for understanding the data a business uses, how it is organized, how it is governed, how the data can be shared, and how the data is housed.

A data model is more than just a diagram portraying tables and columns. The data model:

- Defines the tables in the database.
- How the tables will be connected (relationships).
- What data elements (columns) are in each table.
- The format and size of each attribute.
- The key attribute (usually the unique identifier) for each table. The columns are also known as attributes because they are describing something about the table.
- There are definitions for the model, tables, attributes, and relationships.

All of this information is pertinent to understanding the data and is required in the data model. Additional information that is helpful but not necessary is the data classification, the data steward name (this could be an individual or group), and rules that govern the sharing of the data.

Data models range from small simplistic views of a business to extensive in depth physical implementations. There are three types of data models each building from the other. The first is the conceptual model which organizes the way a business uses its data. Next is the logical model which expands on the conceptual to begin modifying the structure to the requirements of an application. Both the conceptual and logical models are technology independent. The third model is the physical model which is the actual implementation of the data objects designed for performance and based upon a specific technology.

Below are further explanations for each type of data model and some of the types of changes that occur between the models. Though it is typical to start with the conceptual and work through to the physical, you can start with any of the model types and then create the other types of models.

### Conceptual Data Model

The Conceptual Data Model describes data requirements from a business point of view without the burden of technical details. Models at this level are about understanding the data requirements of the business.

The conceptual model is started by documenting the main entities or subject areas. Then identify how they relate based upon business rules and processes. You add the attributes which sometimes causes changes in the relationships or the defining of more entities. Lastly you indicate the identifying attribute(s) which creates the uniqueness of a record within an entity. As you create the model you should be documenting the definitions of the tables, relationships, and attributes. This is the early stages so you may not know all of what is to be captured. This is a starting point to know what base attributes are needed.

Conceptual models are independent of technology. They can be used where understanding the data used by a business is needed. They do not need to be drawn just for relational databases. They can be built for non-relational systems like ADABAS and Lotus Notes to better understand what data the business uses and how it uses it.

Documenting the subject areas, their relationships, the data elements, and key identifiers are beneficial even at the RFP stage. The conceptual data model can be used to evaluate if a vendor's product can meet your business needs for data or help determine if you need to change how you use your data.

For a sample conceptual model, please see the [Data Model Samples - Section B.](#)

### Logical Data Model

The Logical Data Model refines the conceptual model by modifying the entities, their attributes and their relationships in consideration of an application design. These models are technology independent.

The logical model builds on the conceptual model. Primary and foreign keys are generated for each table. The primary key guarantees the uniqueness of a record. The foreign key creates the relationship between two tables. The conceptual tables are normalized to:

- Eliminate redundancies in the database so that data is captured only once.
- A single compound attribute (such as name) will be expanded to individual columns (such as first name, middle name, last name).
- Verify that every attribute in a record has a direct relation to the primary key for that table and not to another table.

For a sample logical model, please see the [Data Model Samples - Section C.](#)

### Physical Data Model

The Physical Data Model represents the detailed specification of what is physically implemented using specific technology. Physical design considerations include performance, size and growth, availability, recovery from failure, and use of specific technology features.

The physical data model is tied to technology. When it is generated you select the type of database. The code generated is specific to the database type.

The physical data model includes objects to manage the data or improve database performance. This may include user views, alternate table indexes, table partitioning, business rules applied to attributes, triggers, stored procedures, and security.

For a sample logical model, please see the [Data Model Samples - Section D.](#)

STATE OF DELAWARE  
Government Support Services

**APPENDIX A**  
**GSS13700-FINANC\_RPT**  
**MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

The response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. Two (2) paper copies of the vendor proposal paperwork. The vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include Pricing Appendix B
  - a. **NOTE:** Pricing Appendix B **must** be placed as the last pages of the paper copies. Failure to adhere to this requirement could result in the proposal being determined non-responsive.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria identified.

3. Nine (9) electronic copies of the vendor proposal saved to CD or DVD media disk, or USB memory stick.
  - a. **NOTE:** Pricing Appendix B **must** be in active Excel format and separate from all other files on the electronic copy. Failure to adhere to these requirements could result in the proposal being determined non-responsive.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)

10. One (1) complete OSD application (see link on Attachment 10) – only provide if applicable
11. One (1) completed DTI Terms and Conditions for Cloud Providers and External Hosting (Attachment 11)
12. One (1) completed **and signed** Contractor Confidentiality and Integrity of Data Agreement (Attachment 12)
13. One (1) completed Software Inventory (Attachment 13)

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

**APPENDIX B  
GSS13700-FINANC\_RPT**

**PROPOSED PRICING**

Appendix B is found as a separate document at <http://bids.delaware.gov>

Completed Appendix B must be included in your proposal. Completed Appendix B must be placed as the last page in paper copies of proposals and must be an active Excel document in a separate file on CD copies of proposals. Failure to adhere to these requirements could result in a proposal being determined to be non-responsive.

**APPENDIX C  
GSS13700-FINANC\_RPT**

**Sample Professional Services Agreement**

Appendix C is found as a separate document at <http://bids.delaware.gov> and provides bidders with an opportunity to review the Professional Services Agreement that will be executed between the awarded vendor(s) and the State.

Appendix C should not be included in a respondent's proposal.

Any exceptions a respondent may have to Appendix C must be listed on Attachment 3 of the RFP. Attachment 3 must be included in the respondent's proposal. Exceptions not listed on Attachment 3 will not be considered at any point in the evaluation or award process.

**EXHIBIT A**  
**GSS13700-FINANC\_RPT**

(4 pages)

**Report Titles /Types / Complexity**

<b>Report Name</b>	<b>Program</b>	<b>PrCsType</b>	<b>Complexity</b>
<b>Asset Management (separated by each Asset Business Unit)</b>			
Retirement Activity	DAM001.SQR	SQR	Medium
Assets by Location	DAM002.SQR	SQR	Medium
Asset History by Department	DAM004.SQR	SQR	Medium
Asset Acquisition Details	DAM005.SQR	SQR	High
Annual Asset Transaction Report	DAM006.SQR	SQR	Medium
Fixed Asset Transaction Report	DAM006T.SQR	SQR	Low
Parent/Child Asset Report	DAM007.SQR	SQR	High
Asset Transfers by Chartfield	DAM008.SQR	SQR	High
Net Book Value	DAM011.SQR	SQR	High
<b>Accounts Payable</b>			
Voucher Register	APY1010-	Crystal	Medium
Posted Voucher Listing	APY1020-	Crystal	Medium
Trial Payment Register	APY2030-	Crystal	Medium
Payment History by Pay Method	APY2001-	Crystal	Medium
Duplicate Vendors	APY3215-	Crystal	Medium
Withholding Calculation Verification	APY7050	Crystal	Medium
Exceptions to Consolidated Checks	DAP007.SQR	SQR	Low
Payment Register	DAP017.SQR	SQR	Medium
Payment Register by Vendor	DAP020.SQR	SQR	Medium
PO/AP CF Mismatch	DAP028.SQR	SQR	Medium
Outstanding Accounts Payable	DAP029.SQR	SQR	Medium
Paycycle Run	DAP030.SQR	SQR	High
1099 Interface Transactions by Dept	DAP032.SQR	SQR	Medium
Expenditures by Category Code	DAP034.SQR	SQR	Medium
IVs by Department ID	DAP038.SQR	SQR	Medium
Outstanding Auto IVs	DAP042.SQR	SQR	High
PCard Voucher Transactions	DAP043.SQR	SQR	Medium
Poll Worker Payments by Vendor	DAP044	Crystal	Medium
Outstanding IVs by Department	DAP059.SQR	SQR	High
Vchrs with Mismatched Appr/Acct Combos	DAP060.SQR	SQR	High

<b>Accounts Receivable</b>			
Accounting Entry Detail: Item Payment	DAR002.SQR	SQR	High
Accounting Entry Detail: Payment ID	DAR002.SQR	SQR	High
Accounting Entry Detail: Dept ID	DAR002.SQR	SQR	High
Accounting Entry Detail: Dept ID/Acct	DAR002.SQR	SQR	High
Accounting Entry Detail: Dept ID/Appr	DAR002.SQR	SQR	High
Payment Summary	DAR003.SQR	SQR	High
Contracts Invoice	BICA	Crystal	Medium
CAFR Fed Grant Form E-3	DAR007.SQR	SQR	High
<b>General Ledger/Commitment Control</b>			
Expend by Dept	DGL007.SQR	SQR	Medium
KK Prog Code by Operating Unit	DGL008.SQR	SQR	High
Appropriation Expenditure by Operating Unit	DGL014.SQR	SQR	Medium
YTD Cumulative Budgetary Activity	DGL011.SQR	SQR	Very High
YTD Program Funds Report	DGL012.SQR	SQR	Medium
Appropriation Expenditure by Account	DGL010.SQR	SQR	Medium
Revenue by Department 2 Digit Department	DGL019.SQR	SQR	Medium
Monthly Expenditure by Department	DGL020.SQR	SQR	Medium
Revenue Statewide	DGL016.SQR	SQR	Medium
Revenue by Division 4 Digit Department	DGL024.SQR	SQR	Medium
Appropriation Expenditures by Account	DGL010.SQR	SQR	Medium
Statement of General Fund appropriation balances	DGL044.SQR	SQR	Medium
Activity by Balance Sheet	DGL046.SQR	SQR	High
Statement of Available Funds	DGL049.SQR	SQR	Very High
Daily Validity Report	DGL060.SQR	SQR	Very High
Next FY Daily Validity Report	DGL085.SQR	SQR	High
Weekly Budgetary Activity Report	DGL062.SQR	SQR	Very High
Monthly PFA Adjustments Audit Report	DGL071.SQR	SQR	High
Negative Appropriations Summary Report	DGL073.SQR	SQR	Medium
YE Lapse PO	DGL086.SQR	SQR	High
YE Lapse PO-DOA	DGL087.SQR	SQR	High
Unfunded Payroll Approp Report	DGL101.SQR	SQR	Low
Expiring Approp Early Warning	DGL102.SQR	SQR	High
Payroll Journal Corrections	DGL109.SQR	SQR	High
Revenue by Approp & Account	DGL114.SQR	SQR	Medium
Accounts and Expenditures Amounts	DGL115.SQR	SQR	High
Monthly Budgetary Reconciliaton	DGL117.SQR	SQR	High
Rev by 6-Digit Department from GL Actuals Ledger	DGL118.SQR	SQR	Medium

Revenue Statewide from GL-Actuals Ledger	DGL119.SQR	SQR	Medium
Rev by 2-Dig Dept from GL_Actuals Ledger	DGL120.SQR	SQR	Medium
Monthly Budgetary Actuals	DGL123.SQR	SQR	Medium
YTD Trans Count by Appropriation	DGL137.SQR	SQR	High
Grants Management			
Budget Status Rpt monthly	dgm001.SQR	SQR	Medium
Budget Transaction Detail M	dgm002.SQR	SQR	Medium
Grant Transactions elements w	DGM004	Crystal	Medium
Grant Expenses by Dept Monthly	dgm005.SQR	SQR	Medium
CFDA Descending Expenses Annually	DGM006	Crystal	Medium
Federal Aid Funds by CFDA M	dgm007.SQR	SQR	Medium
Weekly Detail Fed Aid Funds Report	dgm009.SQR	SQR	High
Weekly Federal Funds Report	dgm011.SQR	SQR	Medium
Single Audit Report Annual	dgm012.SQR	SQR	High
Grant Effort Report	dgm013.SQR	SQR	High
Grant Effort Report Year-end	dgm013.SQR	SQR	High
Project Costing			
Project Status Report	dpc001.SQR	SQR	Medium
DOT Approp Allotment Rpt	dpc002.SQR	SQR	Medium
DOT Project Allotment Rpt	dpc005.SQR	SQR	Medium
Capital Proj monthly Exp tran	DPC007	Crystal	Medium
DOT Monthly Allotment Report	dpc008.SQR	SQR	Medium
Purchasing			
Purchase Order Report	DPO004.SQR	SQR	Medium
Open PO Report	DPO005.SQR	SQR	Medium
Next Fiscal Year Pos	DPO005.SQR	SQR	Medium
PO Listing by Buyer	DPO011	Crystal	Medium
PO Listing by Vendor	DPO011	Crystal	Medium
Requisitions to PO XREF Report	DPO012	Crystal	Medium
Purchase Order Activity	DPO016.SQR	SQR	High
PO to Req XREF Report	DPO012	Crystal	Medium
GMEN Reports			
GAAP Summary of Financial Statements.	DGL124	SQR Report	Medium
GAAP Detailed Lease Report	DGL125	SQR Report	Medium
GAAP Detailed Future Lease commitments	DGL126	SQR Report	Medium
GAAP CreditRisk Classification (CASH)	DGL127	SQR Report	Medium
GAAP: Agency Form Completion Report	DGL128	SQR Report	Medium

GAAP Annual Construction WIP Report	DGL129	SQR Report	High
GAAP Annual Software WIP Rpt	DGL130	SQR Report	High
GAAP Investement Category Rpt.	DGL131	SQR Report	Medium
GAAP Annual Detail comaparison Analysis	DGL133	SQR Report	High
GAAP Annual Summary comparison	DGL134	SQR Report	Medium
GAAP: Activity Summary	DGL135	SQR Report	High
GAAP Agency Funding Report	DGL136	SQR Report	Medium
		Low	3
		Medium	62
		High	35
		Very High	4
		Total	104

**EXHIBIT B**  
**GSS13700-FINANC\_RPT**

**Technology / Infrastructure Diagram**  
(ERP Portal Production Environment)

Exhibit B is found as a separate document at <http://bids.delaware.gov>.

**EXHIBIT C**  
**GSS13700-FINANC\_RPT**

**Network Diagram**

Exhibit C is found as a separate document at <http://bids.delaware.gov>.